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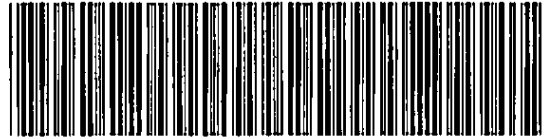
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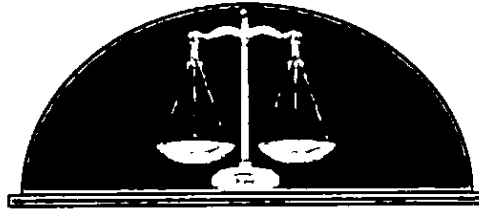
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FILE

of 6/22/2022

Condominium, Homeowner
and Cooperative Association

Kevin T. Wells, Esq.*
Paul E. Olah, Jr., Esq.**
Michael W. Cochran, Esq.



Law Offices of
Wells | Olah | Cochran

Attorneys at Law

sarasotacondolaw.com

Civil Litigation
Construction Litigation

Jackson C. Kracht, Esq.
Joseph A. Gugino, Esq.
Michael P. Wallach, Esq.
Thomas A. Marino II, Esq.

March 29, 2022

Florida Secretary of State
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Re: Articles of Incorporation
Longboat Key Towers Association, Inc.

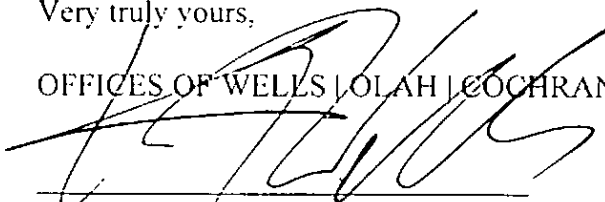
Dear Sir or Madam:

Please file the enclosed Articles of Amendment to the Amended and Restated Articles of Incorporation for the above-referenced corporation. Also enclosed is a check in the amount of \$43.75 for the filing fee. Please return a certified copy to the undersigned at your earliest convenience.

Thank you for your assistance in this matter.

Very truly yours,

OFFICES OF WELLS | OLAH | COCHRAN, P.A.


Kevin T. Wells, Esq.,

Enclosures

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF

2022 APR 25 PM 4:02

LONGBOAT KEY TOWERS ASSOCIATION, INC.

(A CORPORATION NOT FOR PROFIT)

*[Substantial rewording of the Articles of Incorporation. See
existing Articles of Incorporation as amended for present text.]*

The Members of **LONGBOAT KEY TOWERS ASSOCIATION, INC.**, a Florida not for profit corporation, hereby adopt these Amended and Restated Articles of Incorporation. The original Articles of Incorporation were filed with the Florida Secretary of State, Division of Corporations on February 7, 1969, as Document Number 716009. The original Declaration of Condominium for **LONGBOAT KEY TOWERS, A CONDOMINIUM** was recorded at Official Records Book 838, Page 0034 *et seq.* of the Public Records of Sarasota County, Florida.

ARTICLE 1. NAME OF CORPORATION

The name of the corporation shall be **LONGBOAT KEY TOWERS ASSOCIATION, INC.** ("Association").

ARTICLE 2. PURPOSES AND DISTRIBUTION OF INCOME

2.1 Purposes. The purposes and objects of the Association shall be to administer the operation and management of **LONGBOAT KEY TOWERS, a Condominium** ("Condominium"), a high-rise condominium project previously established in accordance with the Condominium Act of the State of Florida upon the following described property situate, lying and being in Sarasota County, Florida, to wit:

*Lots 8, 9 and 10, Longboat Key Club, Unit No. 2, as per plat thereof recorded in
Plat Book 18, Pages 12 and 12A, Public Records of Sarasota County, Florida,*

and to undertake the performance of the acts and duties incident to the administration of the operation and management of said Condominium accordance with the terms, provisions, conditions, and authorizations contained in these Articles of Incorporation and which may be contained in the Declaration of Condominium which has been recorded in the Public Records of Sarasota County, Florida; and to own, operate, lease, sell, trade and otherwise deal with such property, whether real or personal, as may be necessary or convenient in the administration of said Condominium.

2.2 Distribution of Income. The Association is organized as a not for profit corporation. As such, it shall issue no stock and shall make no distribution of income to its Members, Directors, or Officers.

ARTICLE 3. POWERS

3.1 Common Law and Statutory Powers. The Association shall have all of the common law and statutory powers of a corporation not for profit not in conflict with the terms of these Articles of Incorporation, the Bylaws, the Declaration or the Condominium Act.

3.2 Specific Powers. The powers of the Association shall include, but not be limited to, the powers included in Article 4.22 of the Amended and Restated Bylaws.

3.3 Emergency Powers. In the event of an emergency as defined herein, the Board of Directors may exercise the emergency powers and any other powers authorized by the provisions of Section 718.1265, Florida Statutes (2021), and Sections 617.0207 and 617.0303, Florida Statutes (2021). For purposes of this Section 3.3 only, an emergency exists during a period of time that the Condominium, or the immediate geographic area in which the Condominium is located, is subject to: a state of emergency declared by civil or law enforcement authorities; a hurricane watch or warning as issued by a governmental authority; a partial or complete evacuation order issued by civil or law enforcement authorities; the declaration of a federal or state "disaster area" status; or catastrophe, whether natural or manmade, which seriously damages, or threatens to seriously damage the physical existence of the Condominium. During an emergency as defined herein, the Board of Directors may exercise the following emergency powers:

3.3.1. Conduct Board meetings, committee meetings, elections, and membership meetings, in whole or in part, by telephone, real-time videoconferencing, or similar real-time electronic or video communication with notice given as is practicable. Such notice may be given in any practicable manner, including publication, radio, United States mail, the Internet, electronic transmission, public service announcements, and conspicuous posting on the Condominium Property or Association Property or any other means the Board deems reasonable under the circumstances. Notice of decisions also may be communicated as provided in this paragraph.

3.3.2. Cancel and reschedule any membership meeting, committee meeting or meeting of the Board of Directors.

3.3.3. Name as interim assistant officers' persons who are not directors, which assistant officers shall have the same authority as the executive officers to whom they are assistants during the state of emergency to accommodate the incapacity or unavailability of any officer of the Association.

3.3.4. Relocate the Association's principal address or designate alternative principal addresses.

3.3.5. Enter into agreements with governmental agencies, local counties and municipalities to assist counties and municipalities with debris removal and other emergency assistance.

3.3.6. Implement a disaster plan before or immediately following the event for which a state of emergency is declared which may include, but is not limited to, electricity; water, sewer, or security systems; or heating, ventilating and air conditioners.

3.3.7. Based upon advice of emergency management officials or public health offices, or upon the advice of licensed professionals retained by or otherwise available to the Board of Directors, determine any portion of the Condominium Property or Association Property unavailable for entry or occupancy by Unit Owners, family members, tenants, Guests, agents, or invitees to protect the health, safety, or welfare of such persons.

3.3.8. Require the evacuation of the Condominium Property in the event of a mandatory evacuation order in the locale in which the Condominium is located. Should any Unit Owner, tenant, Guest, occupant, or invitee fail or refuse to evacuate the Condominium Property or Association Property where the Board of Directors has required evacuation, the Association shall be immune from any and all liability or injury to persons or property arising from such failure or refusal.

3.3.9. Based upon advice of emergency management officials or public health officials, or upon the advice of licensed professionals retained by or otherwise made available to the Board of Directors, determine

whether the Condominium Property, Association Property, or any portion thereof can be safely inhabited, accessed or occupied. However, such determination is not conclusive as to any determination of habitability pursuant to the Declaration

3.3.10. Mitigate further damage, injury or contagion, including taking action to contract for the removal of debris and to prevent or mitigate the spread of fungus or contagion, including, but not limited to, mold or mildew, by removing and disposing of wet drywall, insulation, carpet, carpet pad, wood flooring, tile, baseboards, air ducts, insulation, cabinetry, any and all personal property or belongings of a Unit Owner or occupant, including but not limited to furniture, clothes, mattresses, and all other fixtures on or within the Common Elements, Association Property or the Units, even if the Unit Owner is obligated by the Declaration or Florida law to insure or replace those fixtures and to remove personal property from a Unit.

3.3.11. Contract, on behalf of any Unit Owner, for items or services for which Unit Owners are otherwise individually responsible for, but which are necessary to prevent further damage to the Common Elements, Condominium Property or Association Property. In such event, the Unit Owner on whose behalf the Board of Directors has contracted shall be responsible for reimbursing the Association for the actual costs of the items or services, and the Association may use any Assessment and claim of lien authority provided by Section 718.116, Florida Statutes, or the Declaration, to enforce collection of such charges. Without limitation, such items or services may include the drying of units, the boarding of broken windows or doors, the replacement of damaged air conditioners or air handlers to provide climate control in the units or other portions of the property, and the sanitizing of the condominium property or Association Property, as applicable.

3.3.12. Regardless of any provision to the contrary and even if such authority does not specifically appear in the Declaration, the Articles of Incorporation, or the Bylaws, the Board of Directors may levy one or more Special Assessments without a vote of the Unit Owners.

3.3.13. Without Unit Owners' approval, borrow money and pledge Association assets as collateral to fund emergency repairs and carry out the duties of the Association when operating funds are insufficient. This paragraph does not limit the general authority of the Association to borrow money, subject to such restrictions as are contained in the Articles of Incorporation, the Declaration, or the Bylaws.

3.3.14. Corporate action taken in good faith to meet the emergency needs of the Association or its Members shall bind the Association; have the rebuttable presumption of being reasonable and necessary; and may not be used to impose liability on a Director, Officer, or employee of the Association. An officer, director, or employee of the Association acting in good faith and in accordance with this Article 3.3 herein shall only be liable for willful misconduct.

Notwithstanding Paragraphs 3.3.1. through 3.3.14. above, during a state of emergency declared by executive order or proclamation of the Governor pursuant to Section 252.36, Florida Statutes, the Association may not prohibit Unit owners, tenants, Guests, agents, or invitees of a Unit owner from accessing the Unit and the Common Elements and Limited Common Elements appurtenant thereto for the purposes of ingress and egress from the unit and when access is necessary in connection with: (a) the sale, Lease, or other transfer of title of a Unit, or (b) the habitability of the Unit or for the health, and safety of such person unless a governmental order or determination, or a public health directive from the Centers for Disease Control and Prevention, has been issued prohibiting such access to the unit. Any such access is subject to reasonable restrictions adopted by the Association. The special powers authorized in Article 3.3 herein shall be limited to the time period reasonably necessary to protect the health, safety, and welfare of the

Association and the Unit Owners, their family members, tenants, Guests, occupants and invitees and shall be reasonably necessary to mitigate further damage, injury or contagion and make emergency repairs to the Common Elements and Association Property.

ARTICLE 4. MEMBERS

The qualification of the Members, the manner of their admission to membership, and termination of such membership, and voting by Members shall be as follows:

4.1 Members. The owners all Units in the Condominium shall automatically be Members of the Association, and no other persons or entities shall be entitled to membership.

4.2 Change of Membership. Membership shall be established by the acquisition of fee title to a Unit in the Condominium, or by acquisition of a fee ownership interest therein, whether by conveyance, judicial decree or otherwise, and the membership of any party shall be automatically terminated upon divestment of all title to or entire fee ownership interest in any Unit, except that nothing herein contained shall be construed as terminating the membership of any party who may own one or more Units, or who may own a fee ownership interest in two or more Units, so long as such party shall retain title to or a fee ownership interest in any Unit.

4.3 Assets Held in Trust. The interest of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to the Member's Unit.

4.4 Voting. Subject to a voting right being suspended as provided in the By-Laws, on all matters on which the Membership shall be entitled to vote, there shall be only one vote for each Unit in the Condominium, which vote may be exercised or cast by the Owner or Owners of each Unit in such manner as may be provided in the By-Laws. Should any Member own more than one Unit, such Member shall be entitled to exercise or cast one vote for each Unit owned, in the manner provided by said By-Laws. A vote is not divisible.

ARTICLE 5. TERM OF ASSOCIATION

The Association shall have perpetual existence, unless sooner dissolved in the manner provided by Florida law.

ARTICLE 6. PRINCIPAL OFFICE

The principal office of the Association shall be located in Longboat Key, Sarasota County, Florida but the Association may maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors. The Board of Directors may move the principal office from time to time in the manner provided by law.

ARTICLE 7. OFFICERS

7.1 Officers. The affairs of the Association shall be managed by the President of the Association, assisted by the Vice President(s), Secretary and Treasurer, subject to the directions of the Board of Directors. The Board of Directors, or the President, with the approval of the Board of Directors, may employ a Managing Agent and such other managerial and supervisory personnel or entities to administer or assist in the administration of the operation and management of the Condominium and the affairs of the Association, and any such person or entity shall not be a Member of the Association, a Director, or Officer of the Association.

7.2 Election. The Board of Directors shall elect a President, Vice President(s), Secretary and Treasurer, . The Board of Directors may elect an Assistant Secretary and Assistant Treasurer as needed and appropriate. The

President and Vice President(s) shall be elected from among the membership of the Board of Directors, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, that the office of President and Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person. The Board may remove, with or without cause, any Officers of the Association.

ARTICLE 8. BOARD OF DIRECTORS

8.1 Board of Directors. The affairs, operation, and administration of the Association shall be managed by the Board of Directors. The number of members of the Board of Directors of the Association shall be as provided from time to time by the By-Laws of the Association, but shall be not less than five (5).

8.2 Election of Directors. The members of the Board of Directors shall be elected by the Members of the Association at the Annual Meeting of the Membership as provided by the By-Laws of the Association. Directors shall be removed and vacancies on the Board of Directors shall be filled in the manner provided in the By-Laws. All Directors shall be Members of the Association or shall be authorized representatives, officers or employees of an entity member of the Association.

ARTICLE 9. ORIGINAL SUBSCRIBERS

The names and address of the original subscribers to these Articles of Incorporation are more particularly set forth below:

<u>NAME</u>	<u>ADDRESS</u>
BROWN L. WHATLEY	1501 First National Bank Building, Miami, Florida 33131
JOSEPH W. DAVIN	1501 First National Bank Building, Miami, Florida 33131
KNOX B. PHAGAN	998 S. Federal Highway, Boca Raton, Florida
FRANK M. STEFFENS	1501 First National Bank Building, Miami, Florida 33131
RAY M. SHAW	1501 First National Bank Building, Miami, Florida 33131
JOHN P. SIEGEL	301 Gulf Of Mexico Drive, Sarasota, Florida
NORMAN A. CORTESE	1501 First National Bank Building, Miami, Florida 33131
ROBERT B. COLE	1600 East National Bank Building, Miami, Florida 33131
GEORGE A. DIETZ	1538 State Street, Sarasota, Florida 33578

ARTICLE 10. BY-LAWS

The By-Laws of the Association may be altered, amended, or rescinded only in such manner as said By-Laws may provide.

ARTICLE 11. INDEMNIFICATION

11.1 Indemnity. The Association shall indemnify any officer, director, or committee member who was or is a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he or she is or was a director, officer, or committee member of the Association, against expenses (including reasonable attorney fees and appellate attorney fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit, or proceeding, unless: (1) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he or she did not act in good faith or in a manner

he or she reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he or she had reasonable cause to believe his or her conduct was unlawful, and (ii) such court also determines specifically that indemnification should be denied. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. It is the intent of the membership of the Association, by the adoption of this provision, to provide the most comprehensive indemnification possible to their officers, directors, and committee members as permitted by Florida law.

11.2 Defense. To the extent that a director, officer, or committee member of the Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Section 11.1 above, or in defense of any claim, issue, or matter therein, he or she shall be indemnified for expenses (including reasonable attorney fees and appellate attorney fees) actually and reasonably incurred by him or her in connection therewith.

11.3 Advances. Expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Association in advance of the final disposition of such action, suit, or proceeding upon receipt of an undertaking by or on behalf of the affected director, officer, or committee member to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Association as authorized by this Article 11.

11.4 Miscellaneous. The indemnification provided by this Article 11 shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of Members, or otherwise, and shall continue as to a person who has ceased to be a director, officer, or committee member and shall inure to the benefit of the heirs and personal representatives of such person.

11.5 Insurance. The Association has the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, committee member, employee, or agent of the Association, or a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Association would have the power to indemnify him or her against such liability under the provisions of this Article 11.

ARTICLE 12. AMENDMENTS

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

12.1 Notice and Proposal. Notice of the subject matter or proposed amendments shall be included in or with the notice of the membership meeting at which the amendment will be considered. An amendment or amendments to these Articles of Incorporation may be proposed by the Board of Directors of the Association acting upon a vote of Majority of the Board of Directors, or by not less than twenty (20%) percent of the Voting Interests of the Association, whether meeting as Members or by instrument in writing signed by them. Upon any amendment or amendments to these Articles of Incorporation being proposed by said Board of Directors or Members, such proposed amendment or amendments shall be transmitted to the President of the Association or other Officer of the Association in the absence of the President, who shall thereupon call a Special Meeting of the Members of the Association for a date not sooner than fourteen (14) days nor later than sixty (60) days from the receipt by the Officers of the proposed amendment or amendments, and it shall be the duty of the Secretary to give to each Member written or printed notice of such

membership meeting stating the date, time, and place of the meeting and shall include a copy of the proposed amendment or amendments in or with the notice of the membership meeting.

12.2 Approval. In order for such amendment or amendments to become effective, the same must be approved by an affirmative vote of at least two-thirds (2/3) of the Voting Interests present (in person or by proxy) at a duly-noticed membership meeting at which a quorum is obtained.

12.3 Filing and Recording of Amendments. Thereupon, such amendment or amendments of these Articles of Incorporation shall be filed in the office of the Secretary of State of Florida and set forth in a Certificate of Amendment executed by the President or Vice-President of the Association with the same formalities as a deed and recorded in the Public Records of Sarasota County, Florida.

12.4 Automatic Amendment. These Articles of Incorporation shall be deemed amended, if necessary, to make the same consistent with the provisions of the Declaration. Whenever Chapter 718, Florida Statutes, Chapter 617, Florida Statutes, or other applicable statutes or administrative regulations are subsequently amended to impose procedural requirements less stringent than set forth in these Bylaws, the Board may operate the Association pursuant to the less stringent requirements. The Board of Directors, without a vote of the owners, may adopt by Majority vote, amendments to these Articles of Incorporation as the Board deems necessary to comply with the requirements of Chapters 607, 617, or 718 of the Florida Statutes, or such other statutes or administrative regulations as required for the operation of the Association.

12.5 Delivery of Amendments to Members. Thereafter, a copy of said amendment or amendments in the form in which the same were placed of record by the Association shall be delivered to all of the Owners of all Units, but delivery and transmittal of a copy thereof shall not be a condition precedent to the effectiveness of such amendment or amendments.

ARTICLE 13. MISCELLANEOUS

13.1 Definitions and Interpretation. Terms used in these Articles of Incorporation shall have the same meaning as defined in the Declaration or the Condominium Act. The Board of Directors is responsible for interpreting the provisions of the Declaration, the By-Laws, the Articles of Incorporation, and the Rules and Regulations. The Board of Directors' interpretation shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by legal counsel that an interpretation adopted by the Board of Directors is not wholly unreasonable shall conclusively establish the validity of such interpretation.

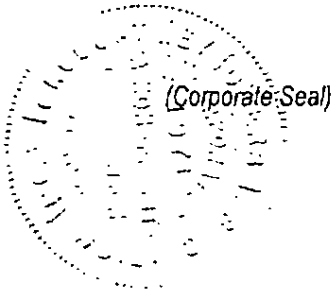
13.2 Conflicts. The term "Condominium Documents," as used in these Articles of Incorporation and elsewhere shall include the Declaration of Condominium, Articles of Incorporation, Bylaws, the Plats, Surveys, Plot Plans, and graphic descriptions of improvements of record, and all other exhibits to the original Declaration of Condominium. In the event of an actual or implied conflict in the Condominium Documents, the Condominium Documents shall control in the following order: (1) Declaration, (2) Articles of Incorporation, (3) Bylaws, and (4) Rules and Regulations

13.3 Gender. The use of the term "he," "she," "his," "hers," "their," "theirs" and all other similar pronouns should be construed to include all genders and encompass the plural as well as the singular.

13.4 Severability. If any Article, Section, subsection, clause, paragraph or other provision of the Articles of Incorporation is deemed invalid, it shall be deemed severed and the remaining provisions of the Articles of Incorporation shall remain valid and in full force and effect.

13.5 Headings. The headings of paragraphs or sections herein are for convenience purposes only, and shall not be used to alter or interpret the provisions therein.

These Amended and Restated Articles of Incorporation were properly proposed by the Board of Directors and then duly adopted at the March 10, 2022 membership meeting of LONGBOAT KEY TOWERS ASSOCIATION, INC.



LONGBOAT KEY TOWERS ASSOCIATION, INC.
a Florida Not For Profit Corporation

Sign: [Signature]
As its President

Attest: [Signature]
As its Secretary

Prepared by and Return to:
Kevin T. Wells, Esq.
Law Offices of Wells | Olah | Cochran, P.A.
3277 Fruitville Rd., Bldg. B
Sarasota, FL 34237
(941) 366-9191

ARTICLES OF AMENDMENT
TO AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
LONGBOAT KEY TOWERS ASSOCIATION, INC.
(Division of Corporation's Document Number: 716009)

Pursuant to the provisions of Section 617.1006, Florida Statutes, this Florida Not For Profit Corporation adopts the following amendment(s) to its Articles of Incorporation:

- A. If amending name, enter the new name of the corporation: N/A.
- B. Enter new principal office address, if applicable: N/A.
- C. Enter new mailing address, if applicable: N/A.
- D. If amending the registered agent and/or registered office address in Florida, enter the name of the new registered agent and/or the new registered office address: N/A.
- E. If amending or adding additional Articles, enter change(s) here: See Attached

The date of each amendment(s) adoption: adopted by affirmative vote the attached amendment(s) on:
March 10, 2022 at a Special Membership Meeting.

Effective Date if applicable: immediately upon filing with the Division of Corporations.

Adoption of Amendments: (CHECK ONE)

- The amendment(s) was/were adopted by the members and the number of votes cast for the amendment(s) was/were sufficient for approval.
- There are no members or members entitled to vote on the amendment(s). The amendment(s) was/were adopted by the Board of Directors.

DATED this 24 day of March, 2022.

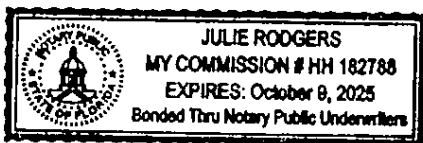
LONGBOAT KEY TOWERS
ASSOCIATION, INC.
a Florida Not for Profit Corporation

By: [Signature]
Barry Renninger, President

(Corporate Seal)


STATE OF FLORIDA
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 24 day of March, 2022, by Barry Renninger as the President of LONGBOAT KEY TOWERS ASSOCIATION, INC., a Florida corporation, on behalf of the corporation, who is personally known to me or has produced _____ as identification.



NOTARY PUBLIC
Sign: [Signature]
Print: Julie Rodgers

State of Florida at Large (Seal)
My Commission expires: Oct. 9, 2025

By: 
Lisa Romanelli, Secretary

STATE OF FLORIDA
COUNTY OF Sarasota

(Corporate Seal)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 24 day of March, 2022, by Lisa Romanelli as the Secretary of **LONGBOAT KEY TOWERS ASSOCIATION, INC.**, a Florida corporation, on behalf of the corporation, who is personally known to me or has produced _____ as identification.



NOTARY PUBLIC

Sign: 

Print: Julie Rodgers

State of Florida at Large (Seal)

My Commission expires: Oct. 9, 2025